

**TASK ORDER NO. 5
to the
PROFESSIONAL ENGINEERING AND RELATED SERVICES
RFQ No. 20-471**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LAKE WALES
AND
HOYLE, TANNER & ASSOCIATES, INC.**

WATER SUPPLY FACILITIES WORK PLAN UPDATE

ARTICLE I - SCOPE OF SERVICES

Whereas, the SPONSOR desires to undertake the development of the PROJECT containing a single primary element known as:

ALTERNATIVE WATER SUPPLY DEVELOPMENT PROJECT

hereinafter referred to as the PROJECT and,

Whereas, the SPONSOR (City of Lake Wales) desires to engage the ENGINEER (Hoyle, Tanner & Associates, Inc.) to furnish professional engineering services as described in:

EXHIBIT A – SCOPE OF SERVICES

ARTICLE II - COMPENSATION

The SPONSOR agrees to pay for all engineering services requested by the SPONSOR and rendered by the ENGINEER in connection with the PROJECT and such other additional work as may be required by the SPONSOR from time to time, in strict accordance with the conditions set forth in this Agreement.

The engineering fees charged by the ENGINEER under this AGREEMENT and the payment of said charges, by the SPONSOR, shall constitute full compensation for all expenses incurred by the ENGINEER in connection with the services rendered including F.I.C.A. Taxes, Federal and State Unemployment Taxes, costs in connection with employee benefits, office expenses, supplies and equipment, the general costs of doing business, and the ENGINEER's profit.

EXHIBIT B – COMPENSATION

The SPONSOR agrees that it will pay ENGINEER within thirty (30) calendar days of receipt of ENGINEER's invoice statements as provided above. Invoices will be made monthly.

ARTICLE III. TERMINATION

This AGREEMENT may be terminated (in full or in part) by the SPONSOR upon thirty (30) days written notice to the ENGINEER. Upon such termination, the SPONSOR shall pay the ENGINEER all charges made for work done through the effective date of termination and the ENGINEER shall deliver to the SPONSOR all completed work in whatever form it exists and said work shall then become the property of the SPONSOR. For lump sum fees, the ENGINEER shall be entitled to payment in the proportion to the amount of work completed.

In the event of substantial breach of any provisions of this AGREEMENT by the ENGINEER, its officers, agents, employees, and subconsultants, the SPONSOR shall have the absolute right and option to terminate this AGREEMENT, and, in addition, may have and maintain any legal remedy against the ENGINEER for its loss and damages resulting from such breach of this AGREEMENT; provided, however, that as to all drawings, estimates, specifications, proposals, sketches, and calculations completed by the ENGINEER, of a satisfactory nature in accordance with this AGREEMENT, the ENGINEER shall be entitled to payment in proportion to the amount of work completed through the effective date of termination.

ARTICLE IV. PERIODS OF SERVICE

The provisions of the AGREEMENT and the various rates of compensation for ENGINEER's services provided for elsewhere in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion. If dates by which services are to be completed are extended through no fault of the ENGINEER by a period of six months through or if schedules are accelerated at SPONSOR's request, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment as mutually agreed to by both parties.

ARTICLE V. TITLE TO DOCUMENTATION

Pursuant to the ENGINEER's computer software, hardware, and information policy effective October 1, 1999, no electronic data shall become the property of the SPONSOR. All paper plans, documents, exhibits, drawings, and materials generated by the ENGINEER in the execution of this Contract shall become the property of the SPONSOR upon request, after the acceptance of the final report and payment of compensation in full to the ENGINEER. All electronic data shall remain in full the intellectual property of the ENGINEER, to include but not be limited to electronic drawing files, spreadsheet files, word processing files, email files, and any other file that can be electronically produced and stored. ENGINEER shall fully own and retain all rights and full copyright on all electronic data. Non-changeable files will be provided to the SPONSOR in portable document format (pdf) or equivalent, however for their data storage purposes. No electronic data shall be transmitted on behalf of the SPONSOR to third parties without special written permission by the ENGINEER, and written disclaimer release received from the SPONSOR by the ENGINEER.

ARTICLE VI. NOTICE TO PROCEED

The SPONSOR and the ENGINEER agree that the ENGINEER is authorized to proceed with the services described herein upon receipt of a fully executed copy of the AGREEMENT.

BOTH PARTIES hereto warrant and represent that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CITY OF LAKE WALES
LAKE WALES, FLORIDA

ATTEST

City Clerk

City Manager


APPROVED AS TO TECHNICAL
REQUIREMENTS

APPROVED AS TO LEGAL FORM

Utilities Director

City Attorney

HOYLE, TANNER & ASSOCIATES, INC.



Attest
Douglas N. Norman
Sr. Vice President



Wilbur J. Mathurin, PE
Vice President

EXHIBIT A
SCOPE OF SERVICES

The following parties are referred to hereafter: SPONSOR (City of Lake Wales); ENGINEER (SPONSOR's Engineer – Hoyle, Tanner & Associates, Inc.).

Engineering Services for the project include an assessment of alternatives for future water supply for the SPONSOR'S public drinking water system.

I. PROJECT DESCRIPTION

Last December, the Southwest Florida Water Management District (SWFWMD) alerted water suppliers within its jurisdiction that a local Water Supply Facilities Work Plan (Plan) update would be due on May 17, 2022. The requirements for this Plan are spelled out in various technical assistance documents published by the state and the water management districts and the Plan should be consistent with SWFWMD's Regional Water Supply Plan.

The elements of the Plan include: population and water demand projections; identification of the service area within and outside the City jurisdictional area; an inventory and capacity analysis of existing water supply and treatment facilities including reuse; a determination of whether additional water supplies and facilities are needed to meet future demands; an identification of anticipated, major capital improvements; incorporation and expansion of water conservation and reuse programs; and the City's relevant goals, objectives and policies.

A certain amount of the information required by the Plan has already been developed by us, is presented in the 2020 Potable Water Master Plan report or is currently underway. However, submission of this Plan would mark the first time that the City presents its current thinking regarding future water supply to SWFWMD and will likely open the door to extended discussions with them. By its nature, the Plan would address the City's future water supply options including whether to commit to the Polk Regional Water Cooperative (PRWC) regional water supply program.

As with our previous task orders, services provided by the ENGINEER on this project will be led by David Edson, PE and supplemented by our hydrogeological subconsultant, Progressive Water Resources (PWR).

II. PROJECT SERVICES

Hoyle, Tanner will research, develop and furnish a Water Supply Facilities Work Plan update in accordance with applicable SWFWMD and relevant planning and technical advisory and guidance documents to meet the May 17 target date. An allowance for optional technical advisory services is also included.

III. PROJECT SERVICES

Task A. Water Supply Facilities Work Plan (Plan) Update

ENGINEER will:

1. Coordinate and attend a kick-off meeting to review the Plan purpose, approach and informational needs.
2. Develop and furnish Plan report drafts at approximately the 50% and 90% completion points and meet with the City (either in person or virtually) at each point to present the drafts, respond to questions and receive comments.

3. Furnish a Final Plan for submission to SWFWMD.
4. Coordinate and attend an anticipated meeting, either in person or virtually, with SWFWMD, to present the Plan and respond to questions.

Task B. Allowance for Additional Technical Support

ENGINEER will provide additional technical support services related to Task A as requested by the City. This support could include coordination and attendance at additional meetings, either virtual or in person, with City and/or regulatory agency staff; provision of correspondence and other related support documents; and other related tasks as requested by the City.

IV. BASIC ASSUMPTIONS

The following is a list of assumptions which informs the basis of ENGINEER's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal requiring a contract amendment.

1. This project does not include design or construction-phase services.
2. Services provided will be based on information furnished by SPONSOR or public information that is readily available.

V. SPONSOR'S RESPONSIBILITIES

SPONSOR shall do the following in a timely manner so as not to delay the services of ENGINEER:

- A. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret, and define SPONSOR's policies and decisions with respect to the ENGINEER's services for the PROJECT.
- B. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports, population and planning projections and any other data relative to the PROJECT.

EXHIBIT B

PROFESSIONAL SERVICES COMPENSATION FOR WATER SUPPLY FACILITIES WORK PLAN UPDATE

Invoicing for the following items shall be made monthly on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, subconsultant fee at cost, general and administrative costs of doing business, and profit.

Service Description	Fee	Method
Task A	\$ 55,000	Lump Sum

Invoicing for the following item shall be based on hours charged at standard billing rates plus reimbursable expenses incurred plus subconsultant expenses, if any, for the billing period. During the term of this Agreement, direct salaries may be adjusted as part of ENGINEER's companywide revisions due to increases in cost of living as well as merit and shall not be limited to employees assigned to provide services under this Agreement.

Service Description	Fee	Method
Task B, as requested by City, not-to-exceed	\$ 10,000	Time-charge plus expense

Proposed Schedule (all in 2022)

<u>Milestone</u>	<u>By</u>
• City Commission Approval of TO#5	2/1
• Kickoff Meeting	2/3
• Submission of 50% Draft Plan	3/18
• 50% Draft Review Meeting	3/25
• Submission of 90% Draft Plan	4/25
• 90% Draft Review Meeting	5/3
• 100% Final Plan – Submission to SWFWMD	5/14